

DISTRICT COURT, _____ COUNTY, COLORADO
Court Address:

Civil Action No. _____

In Re the Marriage of:

_____, Petitioner,

And

_____, Respondent.

AGREEMENT FOR THE DIVISION OF PENSION BENEFITS

THIS AGREEMENT is entered into this _____ day of _____,
_____, by and between _____ (the “Member”) and
_____, (the “Alternate Payee”) for the purpose of dividing the
pension benefits of the Member as follows:

WITNESSETH:

WHEREAS, the parties to this Agreement are currently parties in an action for dissolution of marriage, legal separation or declaration of invalidity of marriage; and

WHEREAS, the Member is a member of the **Statewide Death and Disability Plan** (the “Death & Disability Plan”), **Statewide Money Purchase Plan** and/or the **Section 457 Deferred Compensation Plan** (the “457 Plan”) established pursuant to Colorado law and administered by the Fire and Police Pension Association (“FPPA”) and any successor plans, collectively called the Plans; and

WHEREAS, the parties are desirous of entering into this Agreement pursuant to Colo. Rev. Stat. §14-10-113(6)(c)(I) and (II), as amended, which Agreement shall be binding upon both parties and shall divide retirement benefits under the Plans as set forth hereinafter; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

PARTIES

1. The Member:

(a) Name (as shown on retirement plan documents):

(b) Mailing Address (P.O. Box or Street, City, State, Zip Code):

(c) Social Security Number: _____

(d) Date of Birth: _____

(e) Place of Birth: _____

2. The Alternate Payee:

(a) Name (as shown on retirement plan documents):

(b) Mailing Address (P. O. Box or Street, City, State, Zip Code):

(c) Social Security Number: _____

(d) Relationship to Member: _____

(e) Date of Birth: _____

(f) Place of Birth: _____

**BENEFIT DISTRIBUTION
STATEWIDE DEATH & DISABILITY PLAN**

Benefits under the Disability component of the Statewide Death & Disability Plan are to be divided as provided in this section:

(1) **Disability Retirement:** The Alternate Payee shall receive the following amount of the Member's monthly benefit as noted.

(1.1) The Member is already receiving disability payments:

(a) The Alternate Payee shall receive the flat dollar amount of
\$ _____ per month upon the Member reaching age 55.

OR

(b) The Alternate Payee shall receive _____ % of the monthly
benefit upon the Member reaching age 55.

OR

☐ (d) The parties elect **not** to divide the Disability Retirement benefit.

This amount will be increased to reflect all subsequent annual Cost Of Living Adjustments (COLAs) after the initial payment.

The Alternate Payee will not receive benefit payments if the benefit payments to the Member cease. If the Member subsequently elects to terminate the Disability benefit and receive an alternative pension benefit, the Alternate Payee shall receive an equivalent share of the alternative pension benefit based on the methodology agreed upon herein.

(2) **Separate Retirement Account (the "SRA"):** The Alternate Payee shall receive the following amount of the Member's SRA account as of the date the Member separates from service and is eligible for distribution of the benefit (the Date of Division), combined with any pro rata earnings or losses on the account from the Date of Division through the date of distribution to the Alternate Payee.

(a) _____ % **OR** (b) \$ _____

OR

☐ (c) The parties elect **not** to divide the SRA account.

The parties understand and agree that the SRA payment to the Alternate Payee shall be derived by applying the instructions in one of the three options above when the Member is eligible for payment. The Alternate Payee will take a lump sum distribution approximately 90 days but not later than 120 days from the Date of Division. The Alternate Payee will not receive payments if the Member dies before separation from service.

This DRO does not provide for the distribution of Death Benefits to an alternate payee. Please refer to FPPA's web site at www.fppaco.org for an explanation of these benefits.

BENEFIT DISTRIBUTION
STATEWIDE MONEY PURCHASE PLAN ADMINISTERED BY FPPA

☐ Check this box if the member does not have a Money Purchase plan administered by FPPA.

Benefits under the Statewide Money Purchase Plan or affiliated local money purchase plans are to be divided as provided as follows:

(1) **Money Purchase Assets:** The Alternate Payee will receive the following amount of the Member's account in an account in the Alternate Payee's name:

- (a) The Alternate Payee is awarded \$_____ from the Member's account balance as of _____, _____ [insert date] combined with any pro rata earnings or losses on said amount from said date through the date of distribution to the Alternate Payee's Account.

OR

- (b) The Alternate Payee is awarded _____ % of the Member's account balance as of _____, _____ [insert date] combined with any pro rata earnings or losses on the calculated amount from said date through the date of distribution to the Alternate Payee's Account.

OR

- ☐ (c) The parties elect **not** to divide the Money Purchase account.

The parties understand and agree that payment from the Money Purchase Plan(s) to the Alternate Payee shall be derived by applying the instructions in one of the two options above within approximately 90 days but not later than one hundred twenty (120) days after FPPA receives a certified Court Order approving this Agreement and application for payment has been made by the Alternate Payee.

BENEFIT DISTRIBUTION
SECTION 457 DEFERRED COMPENSATION PLAN ADMINISTERED BY FPPA

☐ Check this box if the member does not have a 457 administered by FPPA.

Benefits under the 457 Plan are to be divided as provided in this section:

(1) **457 Plan:** The Alternate Payee will receive the following amount of the Member's account in an account in the Alternate Payee's name.

(a) The Alternate Payee is awarded \$_____ from the Member's account balance as of _____, _____ [insert date] combined with any pro rata earnings or losses on said amount from said date through the date of distribution to the Alternate Payee's Account.

OR

(b) The Alternate Payee is awarded _____ % of the Member's account balance as of _____, _____ [insert date] combined with any pro rata earnings or losses on the calculated amount from said date through the date of distribution to the Alternate Payee's Account.

OR

☐ (c) The parties elect **not** to divide the 457 account.

The parties understand and agree that payment from the 457 Plan to the Alternate Payee shall be derived by applying the instructions in one of the two options above within approximately 90 days but not later than one hundred twenty (120) days after FPPA receives the original Certified

Court Order approving this Agreement and application for payment has been made by the Alternate Payee.

CONDITIONS OF PLAN PAYMENT

1. The parties understand and agree that the Plan(s) are not obligated to provide to the Alternate Payee any type or form of benefit or any option not otherwise available to the Member or for which the Member is not eligible or has not properly and timely applied as required by the Plan.
2. The parties understand and agree that the Alternate Payee's ongoing right to payments will terminate upon the involuntary termination of benefits (i.e. death) payable to the Member or upon the death of the Alternate Payee, whichever occurs first.
3. The parties understand and agree that this Agreement will not affect payments that are currently required to be paid to another Alternate Payee or which may already be subject to a statutory assignment or lien. A Member may have more than one DRO or multiple DROs.
4. The parties understand and agree that if a final property division Court Order concerning the parties' public employee retirement benefits has been previously entered, this Agreement (concerning the same parties) when Court Ordered is submitted to replace that Agreement and will be considered to supersede that Agreement. Other Agreements with other parties that have been Court Ordered are not affected.
5. The parties understand and agree that actual payment of any amounts under this Agreement shall be provided with a defined percentage, dollar amount, or formula permissible under the Plan and as determined by FPPA.
6. The parties understand and agree that FPPA's DRO forms must be used without modification as authorized by Colo. Rev. Stat. § 14-10-113(6), as amended, FPPA Board approved and in compliance with FPPA Rule 706.03. It is recommended that the DRO first be approved by FPPA before it is submitted to the Court. It must be approved and accepted by FPPA prior to being implemented by FPPA.
7. The parties understand and agree that the approved, executed, and accepted Agreement shall be submitted to the Court with the Court Order by the parties for approval as part of the Permanent Orders regarding property distribution. The original Certified Court stamped copy of the Order and Agreement must be submitted by the parties to FPPA within ninety (90) days of the date of the Order and at least 30 days before it is to become effective.
8. The parties understand and agree that the Court may not modify, alter or change this Agreement. The Court may retain jurisdiction to supervise the implementation of this

Agreement. Agreements modified, altered and/or changed by the Court are subject to FPPA approval before acceptance and implementation.

9. The parties affirm that the decree of dissolution of marriage, legal separation, or declaration of invalidity of marriage was entered on *[insert date]* _____, _____.

SIGNATURES OF PARTIES

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Member

Subscribed and sworn to before me in the (City and) County of _____, State of _____, this ____ day of _____, _____, by the **Member**.

Notary Public

Commission expiration

SEAL

Alternate Payee

Subscribed and sworn to before me in the (City and) County of _____, State of _____, this ____ day of _____, _____, by the **Alternate Payee**.

Notary Public

Commission expiration

SEAL

APPROVED AS TO FORM:

Attorney for Member

APPROVED AS TO FORM:

Attorney for Alternate Payee